DOCUMENT RESUME

ED 086 154 HE 005 064

TITLE	[Agreement Between the Board of Trustees of Monroe Community College and the Faculty Association of Monroe Community College.]
INSTITUTION	Monroe Community Coll., Rochester, N.Y.
PUB DATE	1 Sep 71
NOTE	19p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	Academic Freedom; Collective Bargaining; *Community Colleges; Governance; *Higher Education; Leave of Absence; *Negotiation Agreements; Retirement; *Teacher Salaries; Teaching Benefits; *Teaching Conditions
IDENTIFIERS	*Monroe Community College

ABSTRACT

This document presents the agreement between the Board of Trustees of Monroe Community College and the Faculty Association of Monroe Community College for the period from September 1, 1971 through August 31, 1973. The articles of the agreement cover governance, academic freedom and tenure, personnel rules, termination, compensation, health insurance, retirement, and leaves of absence. Appendices include the salary schedule and grievance procedures (PG)

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AGREEMENT

THIS AGREEMENT entered into this by and between the Board of Trustees of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York, and the Faculty Association of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York.

WITNESSETH:

WHEREAS, the College and the Faculty Association, as parties to this agreement are desirous of entering into written contracts with respect to salaries, wages, personnel rules, and other similar benefits, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - DEFINITIONS

A) The term "faculty" means all full-time members of the College holding academic rank.

B) The term "Faculty Association" means the duly recognized representative of the faculty for purposes of collective bargaining and grievances under the provisions of the Public Employees' Fair Employment Act. The Faculty Association represents all the employees set forth in Article III, Section 1.

C) The term "Faculty Association Council" means the executive committee of the Faculty Association.

D) The term "College" means the Board of Trustees of Monroe Community College.

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

ARTICLE II - PREAMBLE

The College and the Faculty Association declare it to be their mutual policy that in order to promote harmonious relations between the College and its professional staff, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be construed to be in any violation of the Laws of the State of New York. Both parties to this agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the College, the best personnel available. We furthermore affirm that each professional person, shall, at all times, be a dedicated, courteous, and efficient representative of the College realizing full well that he is performing an essential public service. Recognizing the moral principles inherent in Federal legislation, we hereby agree not to limit employment with the College or membership in the Faculty Association to any person because of his sex, race, color, or natural origin.

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ARTICLE III - RECOGNITION

Section 1. The College recognizes the Faculty Association as the sole and exclusive negotiating representative for all the employees in the following category: Deans, Associate Deans, Assistant Deans, Directors, Department Chairmen, Teachers with the rank of Professor, Associate Professor, Assistant Professor, Instructor, Guidance Counselors, Librarians, and other certified instructional or professional personnel. This unit does not include the President, the Vice-Presidents, and the Director of Personnel.

Section 2. The College agrees that the Faculty Association shall be the sole and exclusive representative for all employees described in Section 1 for the purpose of collective bargaining and grievances until the next succeeding budget submission date of the College and thereafter for an additional period of eight months.

Section 3. The College shall deduct from the wages of employees and remit to the Faculty Association, on a monthly basis, regular membership dues for those employees who have signed authorizations permitting such payroll deductions.

Section 4. The Faculty Association affirms that it does not assert the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE IV - GOVERNANCE

Section 1. The College and the Faculty Association recognize the following standing committees of the faculty: Academic Standards; Curriculum; Educational Policies; Instructional Resources; Personnel Policies.

It is further recognized by the College and the Faculty Association that ad hoc faculty committees exist and other faculty ad hoc or standing committees may be formed during the period of this Agreement. Membership on such faculty committees and any future faculty committees shall be open to all members of the faculty. Committee members shall be selected by vote of the faculty.

Section 2. Any action or report of these committees requiring approval of the faculty shall be submitted intact to the faculty for its approval.

Section 3. The Faculty Association Council shall act as the agent of transmission for faculty committee action and reports to the faculty.

Section 4. It is further recognized that the Faculty Association has complete control over its internal procedures, that it may create its own committees or other mechanisms for conducting its activities as the recognized representative of the faculty for the purpose of collective bargaining and grievances. The Faculty Association may determine the procedures of its own committees and set the qualifications for membership.

Section 5. As set forth more specifically in other sections of the Agreement and the Policy Manual and by long standing practice at Monroe Community College, the faculty through the appropriate faculty committee or department and consistent with the responsibilities vested in the President and the Board of Trustees, has primary responsibility for recommending curriculum, subject matter, methods of instruction, research, faculty status, requirements of and authorization for granting degrees.

ARTICLE V - ACADEMIC FREEDOM AND TENURE

The AAUP Statement and Interpretative Comments should be considered by the Personnel Policies Committee and submitted to the faculty for proposed inclusion in the Policy Manual.

ARTICLE VI - PERSONNEL RULES

Section 1. The provisions of the Policy Manual are incorporated by reference into this Agreement. If the procedure as outlined in the Board of Trustees' Policy Manual is not followed, then the violation of procedure is subject to the Grievance Procedures outlined in this Agreement. Changes, additions or amendments to the Board of Trustees' Policy Manual may be intiated by the appropriate faculty committee and implemented upon approval by the President and the Board of Trustees. If the President disagrees with a change in procedures forwarded to him by the faculty, he or his designee shall indicate the reasons for disagreement and shall discuss those reasons with the appropriate faculty committee.

Section 2. If the President or the Board of Trustees initiates any change in the present Policy Manual, the proposed change shall be forwarded to the faculty for its views. Should the proposed change be adopted, the faculty shall receive notice of such change reasonably in advance of its effective date.

Section 3. In any case where policies require notice to the faculty, notice shall be sent also to the Faculty Association.

ARTICLE VII - TERMINATION

Section 1. Temporary Appointments: The services of members of the faculty having temporary appointments may be terminated at will by the President, notwithstanding any other provisions of this Article. There shall be no right of appeal from such a termination.

Section 2. Term Appointments: The services of members of the academic staff having term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from a non-renewal of a term appointment.

Section 3. Retirement: The services of members of the academic staff may be terminated at any time for physical or mental incapacity in accordance with Article 9.00, Title 9.40 of the Board of Trustees' Policy Manual.

Section 4. Grounds: The services of members of the academic staff on continuing appointment may be terminated at any time for cause, which shall consist of inadequate performance of duties, misconduct or violation of existing Board of Trustees' Policy Manual, after such notice or opportunity to be heard as is provided.

Section 5. Notice: When the President has information or receives a complaint against a member of the academic staff containing allegations which, if true, might serve as grounds for termination for cause, and he deems such information or complaint to be substantial, he shall discuss it with the person concerned. If he believes that a basis for charges exists, he shall cause such charges to be served in writing upon the person concerned.

Section 6. Hearing by Faculty Committee: If a person so charged requests, he shall be entitled to a hearing before a standing committee of the faculty. The standing committee shall be selected by the individual so charged. The committee, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The President shall have the option of attending the hearing, but the conduct of the hearing shall be determined by the committee. The faculty member charged shall be entitled to be present, to be represented by a person of his choice, to present witnesses on his own behalf, and to confront and question witnesses against him. All testimony shall be under oath. A full stenographic record of the hearing will be taken and made available to the parties concerned. The decision of the Committee shall be transmitted to the Board of Trustees, accompanied by a transcript of the hearing.

Section 7. Procedure After Hearing Before Faculty Committee: After transmittal of the decision of the faculty committee and the transcript of the hearing to the Board of Trustees, the Board may elect to accept the decision of the faculty committee or to review the case based upon the record of the hearing, accompanied by argument, oral or written or both, by the principals or their representatives. The decision of the faculty committee shall be sustained or the proceeding be returned to the faculty committee with objections specified. After reconsideration by the faculty committee, the Board of Trustees shall make its final decision.

Section 8. Hearing by Board of Trustees: If the person charged does not request a hearing before a faculty committee, he may request a hearing before the Board of Trustees. The Board, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The Board shall elect one of its own members to act as presiding officer, shall have the option of being represented by counsel, and shall determine the conduct of the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of his choice, to present witnesses on his behalf, and to confront witnesses against him. All testimony shall be under oath. A full stenographic record of the hearing shall be taken and be made available to the parties concerned. The decision of the Board, upon the completion of the hearing, shall be final.

Section 9. Rights of Appeal: A decision of the Board to terminate the services of a faculty member may be appealed in the courts as provided by law. Such decisions shall not be subject to the grievance procedure of this Agreement.

Section 10. Failure to Testify: If the person charged refuses to answer at the hearing a question pertinent to the charges against him, the Board may regard such refusal as sufficient to warrant that his services be terminated.

Section 11. Failure to attend Hearing: If the person charged fails to request or to attend a hearing, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

Section 12. Suspension: If the President deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges by the Board of Trustees. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his position by action of the Board of Trustees and no disciplinary action against him is taken by the Board of Trustees, he shall be paid the salary which he otherwise would have received during the period of such suspension.

Section 13. Budget or Program Curtailment: The services of any members of the faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall seek the advice of the faculty concerning the policy to be followed in the reduction of staff.

ARTICLE VIII - COMPENSATION

Salary schedules shall be annexed as schedules A, B, and C.

ARTICLE IX - ADDITIONAL COMPENSATION UPON PROMOTION

Placement of promoted individuals on either the ten or twelve-month salary schedule will proceed as follows: The individual will be advanced to a step on the new rank which would be closest to his step had he not been promoted; if, by being placed on the new rank, he would suffer a loss in salary, he will receive additional compensation. The amount of additional compensation to be received is:

A loss of $1.00 to $99 will result in an additional payment for the academic year of $100.

A loss of $100 to $199 will result in an additional payment for the academic year of $200.

A loss of $200 to $299 will result in an additional payment for the academic year of $300.

A loss of $300 or greater will result in a person being moved to the next higher step.

ARTICLE X - DENTAL INSURANCE

The College and the Faculty Association agree that the College will establish a $38,000 fund each year of the contract to be utilized for Dental Insurance protection. The College contribution will remain fixed in the event of any dividends or premium reduction. It is anticipated that the faculty will participate in the cost of the premium.

ARTICLE XI - DISABILITY INSURANCE

All faculty of the College shall be eligible for membership in the Teachers Insurance and Annuity Association (TIAA) College Group Disability Program. For new faculty members of the College there is a one year waiting period for actual enrollment.

This program, subject to a six month waiting period by the enrolled faculty member, provides 60 per cent benefit for the first $1,000 of monthly income and 40 per cent benefit of income in excess of $1,000.

The above benefits are less any Social Security payments.

Any faculty member electing to participate in this program shall have 50 per cent of this premium paid by the College.

ARTICLE XII - LIFE INSURANCE

All faculty of the College shall be entitled to membership in the Teachers Insurance and Annuity Association (TIAA) College Group Life Insurance Program.

This program consists of an amount of insurance of one and one-half times the annual salary to a maximum of $40,000. This amount would decrease to one times the annual salary at age 60, and a maximum of $2,000 at age 65.

Any faculty member electing to participate in this program shall have 50 per cent of the premium paid by the College.

ARTICLE XIII - HEALTH INSURANCE

All faculty shall be entitled to membership in the Blue Cross/Blue Shield Rochester Plan including PIP (Prolonged Illness Protection), Maternity Rider, and if selected, the Drug Rider.

The cost of Blue Cross/Blue Shield Rochester Plan, Prolonged Illness Protection,. and the Maternity Rider will be fully paid by the College.

The cost of the Drug Rider, will be the responsibility of the individual. The drug rider is part of the Blue Cross/Blue Shield Program for all new faculty.

ARTICLE XIV - NEGLIGENCE INSURANCE

The College agrees to provide negligence insurance protection including protection for the individual against malpractice, products liability, and corporal punishment. The amount of this protection is $100,000. per person and $300,000 per occurrence.

ARTICLE XV - TUITION REIMBURSEMENT

The College agrees to budget the amount of $5,000 each year of the contract, for tuition reimbursement subject to regulations consistent with the Monroe County tuition reimbursement policy.

ARTICLE XVI - SAVINGS AND CREDIT UNION

The College will provide payroll deduction services for the Rochester and Monroe County Employees Federal Credit Union.

ARTICLE XVII - RETIREMENT

Section 1. Membership in Retirement: Members of the faculty, other than persons having temporary appointments, shall if eligible become members of any one of the following systems: New York State Employees Retirement System, New York State Teachers Retirement System, or Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

In accordance with New York State regulations, a staff member not electing a system within thirty (30) days of his eligibility date will automatically become a member of the New York State Teachers Retirement System. The retirement program shall be fully paid by the College.

Section 2. Mandatory Retirement: Continuing appointments shall terminate on August 31 next succeeding the sixty-fifth (65) birthday of the faculty member on continuing appointments. After that date, the Board of Trustees, upon the recommendation of the President, the department head, and the tenured committee of the department involved, may appoint the faculty member concerned to a term appointment, not to exceed one year, and to continue such term appointments up to a period not to exceed the attainment of his seventieth (70) birthday.

Section 3. Voluntary Retirement: Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members, shall prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement.

Section 4. Retirement for Physical or Mental Incapacity: Members of the faculty may be retired and their services terminated by the Board of Trustees, after receipt of the recommendation of the President and upon medical advice, for mental or physical incapacity which prevents such persons from adequately performing their duties.

ARTICLE XVII - RETIREMENT (CONTINUED)

Section 5. Emeritus Status: Members of the faculty, other than those having temporary appointments, who retire because of age in accordance with provisions of Section 2 or Section 3, or who are retired because of incapacity in accordance with the provisions of Section 4 of this article, may be granted emeritus their professional rank as of the time of their retirement by action of the Board of Trustees acting upon the recommendations of the department involved and the President.

Professional rank emeritus shall carry with it such of the following privileges as are relevant and possible; use of the library, recreational and study facilities, use of office and laboratory space, eligibility for research grants, and representation of the College in professional groups, faculty association membership, College mailing address, secretarial help, faculty dining privileges, and participation in convocations and academic processions.

Section 6. Application of Unused Sick Leave: All members retiring after September 1, 1971 are granted application of unused sick leave as additional service credited towards their retirement program, (not to be paid in cash to the individual) upon retirement up to a total of 150 days.

ARTICLE XVIII - VACATION LEAVE

Section 1. College Year: For the purpose of this article, the College year for the teaching faculty employed on a full-time basis begins on September 1 and ends June 30. The ten-month contract salary covers this period of time.

Section 2. All College Holidays: See College calendar for those days on which all offices of the College are closed. Should a holiday fall on a Saturday, then the preceding Friday shall be observed as a holiday; should a holiday fall on a Sunday, then the following Monday shall be observed as a holiday.

All College holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

Section 3. Accumulation: Twelve-month non-teaching professional staff shall be granted annual vacation leave of twenty-four (24) working days during each year of service within the College. This would be in addition to the All-College holidays.

Vacation leave shall accumulate for twelve-month professional personnel who do not participate in the regular academic holidays at the rate of two (2) working days per calendar month from the date of original appointment. Leave may accumulate to thirty (30) working days after which it ceases to accumulate.

Vacation leave shall be taken at such time as may be approved by the President or his designee and may not be taken after resignation.

ARTICLE XIX - SICK LEAVE

Section 1. Authorization by College: Members of the faculty, other than persons having temporary appointments, shall earn sick leave at the rate of twelve (12) days per year. This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of one hundred fifty (150) days. The unit of computation for sick leave credits shall not be less than one-half day. Charges against earned sick leave credits shall be made only when absence for illness occurs on a scheduled academic day. Sick leave credits cannot be earned for periods of leave-of-absence without pay.

After the completion of five (5) years of service, members of the faculty shall be granted, in addition to earned sick leave, up to a maximum of thirty (30) days of sick leave providing a certificate or affidavit provided by the attending physician showing the incapacity or of inability of the member to perform his duties is submitted to the College.

At the discretion of the President, members of the faculty who have not accumulated the necessary sick leave credits may be granted a maximum of thirty (30) days advance sick leave which shall not be deducted from future accumulations of sick leave.

Section 2. Sick Leave at Half-Pay: After all earned sick leave credits have been used, full-time faculty having continuing appointments may, upon the approval of the President, be granted sick leave with one-half pay for a period of six months continuing from the expiration of the normal sick leave period.

Section 3. Authorization by Board of Trustees: In unusual circumstances, where undue hardship is evident, sick leave with half-pay, in addition to that already authorized may be granted by the Board upon the recommendation of the President.

Section 4. Substitutes: Substitutes shall be provided for professional teaching staff on leave whenever, in the judgement of the respective department and the Vice President for Faculty Affairs , such substitutes are necessary.

Substitutes, whether faculty or others should be reimbursed by prorating the appropriate salary from the schedule for the period of time involved.

Section 5. Reporting: Faculty members are expected to submit a signed statement monthly indicating the amount of leave taken during the period.

ARTICLE XX - DEATH IN FAMILY

Faculty members will be granted four (4) working days with pay due to death in the member's immediate family. "Immediate family" shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparents, or any other relative who is an actual member of the employee's household. Normally said absence is to be reported to the respective Vice President on the first day.

ARTICLE XXI - MATERNITY LEAVE

Section 1. Report: Members of the faculty who become pregnant shall report the existence of their pregnancy to the President within the first three (3) months.

Section 2. Leave: For reasons of guarding the health of the faculty member, non-compensated maternity leave shall be granted by the President and shall commence approximately at the completion of the sixth (6th) month of pregnancy. Faculty members will be expected to report pregnancies within the first three (3) months to permit the President to arrange for substitutes during the period of maternity leave and to avoid changing instructors during a semester. A faculty member should not plan to start a semester of teaching when she knows she is more than two (2) months pregnant.

Section 3. Extension: At the request of such a person, and after receiving the recommendation of the President, the Board of Trustees may grant further extensions of such leaves of absence.

Section 4. Use of Sick Leave: Sick leave shall not be granted for maternity purposes.

ARTICLE XXII - OTHER LEAVES

Section 1. Approval: The President may grant members of the faculty, other than persons having temporary appointments, other leaves of absence, without salary, not to exceed a total of three (3) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence, without salary, for a period not to exceed a total of six (6) months during each year of service. The Board of Trustees, upon receiving the recommendation of the President, may grant such persons leaves of absence without salary for any period beyond six (6) months.

Section 2. Application: Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

ARTICLE XXIII - MILITARY DUTY

Any community college employee who is required to render ordered military duty shall be granted a leave of absence as authorized under the laws of the State of New York (Section 242 of the Military Law). The time allowed for such military leave shall be reported to the appropriate authorities in conformance with the prescribed regulations.

ARTICLE XXIV - LEAVE FOR JURY DUTY AND COURT ATTENDANCE

On proof of the necessity of jury duty or attending court pursuant to subpeona or other order of the court, any employee shall be granted to a leave of absence. He shall notify his administrative person prior to requesting such leave.

Any employee who takes jury duty leave and is granted such leave with pay shall remit to the College all remuneration received for jury duty during the period of his leave.

ARTICLE XXV - RIGHTS AND BENEFITS OF PROFESSIONAL STAFF ON LEAVE

A person on non-compensated leave for professional advancement, upon the recommendation of the tenured committee of his respective department, and with the approval of the College, shall upon his return be placed on the salary schedule as if he had been employed by the College during such leave.

While on a compensated leave, the professional staff member shall continue to receive all the benefits and protection of this contract.

Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the faculty having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

ARTICLE XXVI - SABBATICAL LEAVE

Section 1. Policy: A restricted number of sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

Section 2. Purpose: Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional value.

Section 3. Eligibility: Members of the academic staff having continuing appointments, who have completed at least six years of service within the College, or who, if they previously have had a sabbatical leave, have completed at least six years of service within the College from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave.

Section 4. Terms and Conditions: Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the sabbatical leave salaries to reflect such income, either prior to or during the periods of such leave, so that total compensation shall not exceed the total gross income of the individual for the period if he was not placed on the sabbatical leave.

ARTICLE XXVI - SABBATICAL LEAVE (CONTINUED)

Section 5. Procedures: Applications are to be presented to the appropriate Vice President with a copy of the application given to the faculty Ad Hoc Committee on Sabbaticals. The faculty Ad Hoc Committee will then review the applications and make its recommendations, in rank order, to the President and each Vice President of the College. The Vice Presidents then recommend to the President the number of people who should be granted leave. The final recommendation to the Board of Trustees will be made by the President, in consideration of the above recommendations and the financial position of the College.

Section 6. Applications: Applications for sabbatical leaves shall be submitted to the appropriate Vice President and to the faculty Ad Hoc Committee on Sabbaticals as early as possible, usually about the first of January but in no event later than March 1. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income and stating that the applicant intends to continue as a member of the academic staff for at least one year of service upon his return from the sabbatical. He will also indicate that he will submit to the President a report of his accomplishments while on sabbatical leave.

Section 7. Approval: The Board may grant such sabbatical leaves as it deems appropriate, upon the recommendation of the President.

Section 8. Substitutes: During the absence on sabbatical leave of members of the academic staff, the President shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of other members of the academic staff. Persons on sabbatical leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

ARTICLE XXVII - METHOD OF PAYMENT

All two semester faculty have the option to elect either a ten or twelve-month method of payment. Faculty members may make only one election for the year and must make this election before September 1 for the following academic year.

ARTICLE XXVIII - REDUCED TEACHING OR WORK LOAD

The President of the Faculty Association and, during a year in which negotiations are conducted, the negotiating team will be granted special consideration in the way of a work load reduction.

ARTICLE XXIX - ASSOCIATION OFFICE SPACE

The College agrees to provide an office, if possible centrally located, desk, chair, telephone, file cabinet, and a typewriter for the Faculty Association

ARTICLE XXX - FACULTY PERSONNEL RECORDS

A faculty member may inspect his personnel file on request. All matters relating to the performance of his professional duties, promotion, tenure, and retention shall be available for his examination except those related to prior employment and supplied to the College on a confidential basis. He shall be permitted to add to his file any item which he feels is pertinent.

ARTICLE XXXI - FACULTY ASSOCIATION ATTENDANCE AT BOARD OF TRUSTEES MEETINGS

The President of the Faculty Association or his designee shall be invited to attend all regular Board meetings. The President of the Association shall receive a copy of the Board agenda and minutes.

ARTICLE XXXII - FUTURE PLANNING OF BUILDING PROGRAMS

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing College facilities, the Board, the administration, and the architects will consult with the particular departments concerned with such change.

ARTICLE XXXIII - CONTRACT PRINTING AND DISTRIBUTION

Copies of the Agreement shall be printed at the expense of the College and distributed to all employees represented by the Faculty Association.

ARTICLE XXXIV - RIGHTS OF THE BOARD OF TRUSTEES

The Board of Trustees of Monroe Community College, on their own behalf and on behalf of the President of the College, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws of the State of New York and the laws of the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and President and the adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE XXXV - FINAL PROVISIONS

The Agreement shall constitute the full and complete commitment by the College and the Faculty Association and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall become effective September 1, 1971 and shall terminate at the close of business on August 31, 1973.

cfs
7/7/71

COMPENSATION

Salary Schedule

Schedule A — Ten-Month Salary Schedule

Step	Instructor 1971-72	Instructor 1972-73	Assistant Professor 1971-72	Assistant Professor 1972-73	Associate Professor 1971-72	Associate Professor 1972-73	Professor 1971-72	Professor 1972-73
1	$ 8,150	$ 8,615	$ 9,740	$10,305	$11,335	$11,990	$14,115	$14,935
2	8,655	9,160	10,335	10,935	12,055	12,755	14,990	15,860
3	9,170	9,705	10,930	11,565	12,775	13,520	15,865	16,785
4	9,685	10,250	11,530	12,195	13,495	14,285	16,740	17,710
5	10,230	10,825	12,155	12,860	14,245	15,080	17,665	18,690
6	10,780	11,400	12,785	13,525	14,995	15,875	18,590	19,670
7	11,325	11,975	13,415	14,190	15,750	16,670	19,520	20,650
8	11,910	12,600	14,080	14,900	16,545	17,510	20,500	21,685
9	12,500	13,225	14,750	15,610	17,335	18,350	21,480	22,720
10	13,090	13,850	15,420	16,320	18,130	19,190	22,460	23,755

Schedule B — Twelve-Month Schedule

Step	Instructor 1971-72	Instructor 1972-73	Assistant Professor 1971-72	Assistant Professor 1972-73	Associate Professor 1971-72	Associate Professor 1972-73	Professor 1971-72	Professor 1972-73
1	$ 9,770	$10,335	$11,685	$12,365	$13,600	$14,390	$16,935	$17,920
2	10,385	10,990	12,400	13,120	14,465	15,305	17,985	19,030
3	11,000	11,645	13,115	13,875	15,330	16,220	19,035	20,140
4	11,620	12,300	13,835	14,630	16,195	17,135	20,080	21,250
5	12,275	12,990	14,585	15,430	17,100	18,090	21,195	22,430
6	12,930	13,680	15,340	16,230	18,005	19,045	22,310	23,610
7	13,585	14,370	16,095	17 030	18,910	20,000	23,425	24,790
8	14,290	15,120	16,900	17,880	19,850	21,010	24,600	26,030
9	14,995	15,870	17,705	18,730	20,800	22,020		
10	15,700	16,620	18,510	19,580	21,750	23,030		

Incrementation

Annual incrementation shall proceed from one step to the next within rank.

Schedule C

Evening and Summer Session Salaries:

Per credit hour - 3 1/3% of first step of each rank of Schedule A

A ten-month faculty member working in a non-professional capacity will be reimbursed on a negotiated basis exclusive of the salary schedule. A ten-month faculty member working in a professional capacity and extended to an eleven or twelve month contract will receive 10% per month of the step of his approved rank on the salary schedule

Laboratory Compensation:

In accordance with past practice, an adjustment will be made when the number of students, instructors, or sections so warrants.

Adjunct Clinical Salaries:

Per credit hour:

Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
$245.00	$275.00	$310.00	$345.00

Administrative Supplement:

Associate Director	$ 600 annual
Department Chairman	750 annual
Director	1,000 annual
Assistant Dean	1,000 annual
Associate Dean	1,500 annual
Dean	1,800 annual

ARTICLE XXXVI - GRIEVANCE PROCEDURES

Section 1. Declaration of Policy:

a) The term "Grievance" as used herein shall mean any complaint by any person covered by this Agreement, the College or the Faculty Association on its own behalf that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

b) This contract shall not provide for the handling of alleged grievances which occured prior to the signing of this contract nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

c) Grievances shall follow the procedures outlined in Section 2 below. The termination of employment by the College shall not be the subject of a grievance. This does not deny to any member existing rights under Article VII of this Agreement.

d) Every employee or group of employees covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty (20) working days after a person or group actually knew of the act or condition on which the grievance is based.

e) It shall be a fundamental responsibility of administrators having supervisory functions at all levels to carry out the purposes of these provisions commensurate with the authority delegated to them.

f) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of his choice, except that, if the Faculty Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.

g) In any instance where the Faculty Association is not represented in the grievance procedure, the administrator making the decision will notify it in writing of the resolution of the grievance at each level. The Faculty Association may appeal any grievance which seems either to violate any term of the contract or to affect working conditions of the employees in the bargaining unit.

h) The failure of an administrator at any level to communicate his decision to the grievant within the proper time limit shall permit the grievant to proceed to the next stage of the grievance procedure.

ARTICLE XXXVI - GRIEVANCE PROCEDURES

i) The failure of an employee or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.

j) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled when possible so as to avoid interference with class schedules. When such hearings and conferences are held during class or working hours, all employees whose presence is required shall be excused for that purpose without loss of payment from Monroe Community College.

Section 2. General Procedures: All grievances shall be presented and adjusted in the following manner:

a) Step One - All grievances shall be discussed first between the grievant and his immediate administrative person (e.g., Department Chairman, Director) in an informal and face-to-face contact to attempt in good faith to resolve the differences between them without invoking the steps as hereinafter set forth.

b) Step Two - The grievant, or his representative, shall formally initiate his grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within five (5) working days, the administrator shall communicate in writing his decision to the grievant and to his representative before the end of the sixth (6) working day after the grievance has been presented.

c) Step Three - If the grievance has not been resolved at Step Two, the grievant may appeal the decision to the President* of Monroe Community College within ten (10) working days after receiving second step disposition. The President may designate a person with authority to hear the grievance and report thereto. The appeal shall be in writing and shall set forth specifically the nature of the grievance and the facts relating thereto. The President shall

*The term President as used herein shall mean in the absence of the President of the College, the acting President.

ARTICLE XXXVII - GRIEVANCE PROCEDURES (CONTINUED)

set a hearing date within five (5) working days of receipt of the grievance, and the grievant and his representative at Step Two shall be notified of such a hearing at least two (2) working days before the date of such a hearing. At the Step Three hearing, the grievant and his representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The final determination at Step Three of the grievance shall be made by the President either after personal hearing or upon the basis of a written report and recommendation by his designee(s). The President in consultation with his Board of Trustees shall communicate his decision in writing together with the supporting reasons to the grievant, his representative and/or to the Faculty Association within fifteen (15) working days after completion of the hearing.

d) Step Four - If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within five (5) working days after receipt by the grievant and his representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth his findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

Section 3. College Grievances:

a) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty (20) working days after the college actually knew of the act or condition upon which the grievance is based.

b) Step One - All grievances shall be discussed first in an informal and face-to-face contact, between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without invoking the steps as hereinafter set forth.

c) Step Two - If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association, in consultation with the Faculty Council. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President of the College within fifteen (15) working days.

ARTICLE XXXVII - GRIEVANCE PROCEDURES

d) Step Three - If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within five (5) working days after receipt by the College of the position decided, by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth his findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

cfs
7/12/71